

\* VOLUNTARY ALTERNATE BY CONTRACTOR  
\*\* CORRECTED EXTENSION W.P.C. ENG.& TOTAL  
\*\*\* EXTENDED BY W.P.C. ENGINEERING  
T/A TOTAL WITH ALTERNATE BY W.P.C.

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4 BILL NO. S-77-01-20

5 SPECIAL ORDINANCE NO. S-23-77

6 AN ORDINANCE approving a contract  
7 with Hipskind Asphalt Corp., for  
8 Storm Drainage Sewer.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated January 10, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Hipskind Asphalt Corp., for:

14 Storm Drain: Beginning at a point along Pierson  
15 Ditch, said point being located 236+ LF south of  
16 the centerline of Monarch Ditch and 20+ LF west  
17 of the southwest corner of Lot #40 in Monarch  
18 Park Section E, as recorded in Plat Book 33, page  
19 4 & 5; thence eastward along the property line  
20 being 200+ LF south of and parallel to the  
21 centerline of Monarch Drive a distance of 1900  
22 + LF to a point located on the southeast corner of  
23 Lot #98 on Monarch Park, Section B as recorded in  
24 Plat Book 28, Page 146; thence northeastward a  
25 distance of 70+ LF to an existing 73"x56" outfall  
26 drain located 15+ LF south of and 14+ east of the  
27 southwest corner of Lot #29 of Lofton Woods Section  
28 I as recorded in Plat Book 32, Page 58.

29 Said storm drain shall be constructed along the afore-  
30 mentioned line in accordance with the plans, profiles  
31 and specifications now on file in the office of the  
32 Board of Public Works of the City of Fort Wayne,  
33 Indiana, and shall be used for storm water purposes only,  
34 for a total cost to Civil City from Revenue Sharing Georgetown  
35 Area Storm Relief Account in the amount of \$145,025.00, all as  
more particularly set forth in said contract which is on file in  
the Office of the Board of Public Works and is by reference in-  
corporated herein, made a part hereof and is hereby in all things  
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and  
effect from and after its passage and approval by the Mayor.

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APPROVED AS TO FORM  
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 1-25-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Hunter, and duly adopted, placed on its passage.  
PASSED (~~COST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-8-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 833-77 on the 8th day of Feb, 1976.

ATTEST:

( SEAL )

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Elmshong  
MAYOR

Bill No. S-77-01-30

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Hipskind Asphalt Corp., for Storm Drainage  
Sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

*William T. Hinga*

*James S. Stier*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Fredrick Hunter*

2-8-77  
DATE \_\_\_\_\_ CHASE V.



# CONTRACT AND BOND

This Agreement, Made and entered into as of the 10 day of

January 19 77, by and between \_\_\_\_\_  
 \_\_\_\_\_ HIPSKIND ASPHALT CORP. \_\_\_\_\_

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

## STORM DRAIN:

Beginning at a point along Pierson Ditch, said point being located 236+ LF south of the centerline of Monarch Ditch and 20+LF west of the southwest corner of Lot #40 in Monarch Park Section E, as recorded in Plat Book 33, page 4 & 5; thence eastward along the property line being 200+ LF south of and parallel to the centerline of Monarch Drive a distance of 1900+LF to a point located on the southeast corner of Lot #98 on Monarch Park, Section B as recorded in Plat Book 28, Page 146; thence northeastward a distance of 70+LF to an existing 73"x56" outfall drain located 15+LF south of and 14+ east of the southwest corner of Lot #29 of Lofton Woods Section I as recorded in Plat Book 32, Page 58.  
 Said storm drain shall be constructed along the aforementioned line in accordance with the plans, profiles and specifications now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, and shall be used for storm water purposes only.

for the Following Prices

Ditch Excavation	Three Dollars and Twenty Cents	3.20
8" Ductile Iron CL 50	Fifteen Dollars	15.00
30" Ductile Iron CL 50	Twenty Dollars	20.00
48" X 36" CSP Arch & Paved fully Coated	FortyNine Dollars	49.00
12" CMP Blind tap to 58"X36"	Thirty Dollars	30.00
12" Deep strength asphalt w/curb	Twenty Eight Dollars	28.00
5' wide concrete walk	Fourteen Dollars	14.00
Remove & replace fence	Eight Dollars	8.00
Tree removal	Seven Hundred Fifty Dollars	750.00
Conc. protection @ Sta. 51+00	Two Hundred Fifty Dollars	250.00
Seeding & 2" mulch (spc.note)	Sixty Cents	.60
Relocate ext.culvert with 3:1 bank slope with hand rails(4.5'x 6.5' CMP 60+LF extra) --Alt. 12(a)	Five Thousand Dollars	5,000.00
Manhole removal	Fifty Dollars	50.00
Plug 24" storm sewer	Fifty Dollars	50.00
Blind tap 12" CMP to culvert	One Hundred Fifty Dollars	150.00
9" deep RIPRAP for 24" sewer & bends	Ten Dollars	10.00
9" deep #1 stone w/1 1/2" of #53 stone on top I&M roadway	Five Dollars	5.00
Spc. gravel backfill	Nine Dollars	9.00
Structure @ Sta. 55+00 --Alt. 19(a)	One Thousand Dollars	1,000.00
Structure @ Sta. 69+70 in full.	Four Thousand Dollars	4,000.00

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 160 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 6

day of Jan 19 77

*Approved by Board of Public Works*  
*James J. Brink*  
*Assistant City Attorney*

HIPSKIND ASPHALT CORP.

BY: *David K. Hipkind*

ITS: *Pres.*

Contractor, party of the first part.

This contract approved by us this 10

day of January, 19 77

*James P. Wehrhberg*  
*Edward H. Saffar*  
*May G. Scott*

BOARD OF PUBLIC WORKS,  
 Party of the second part.

*Robert E. Armstrong*

Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

-----HIPSKind ASPHALT CORP.-----

as principal and -----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED FORTY FIVE THOUSAND, TWENTY FIVE DOLLARS----- (\$ 145,025.00-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 6 day of Jan 19 77

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terence J. Ward  
(Attorney-in-Fact)

HIPSKIND ASPHALT CORP. (SEAL)

BY: David R. Hipskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this 10 day of January, 19 77

Henry B. Weberberg

Edw. W. Damm

May G. Scott

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court of award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

-----HIPSKIND ASPHALT CORP.-----

Contractors

as principal and -----TRINITY UNIVERSITY INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED  
FORTY FIVE THOUSAND, TWENTY FIVE DOLLARS----- (\$ 145,025.00--- )

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

-----HIPSKIND ASPHALT CORP.-----

did on the \_\_\_\_\_ day of \_\_\_\_\_ enter into a contract with the City  
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and  
along \_\_\_\_\_

according to certain plans and specifications, and also warranting and guaranteeing the work, material and  
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----HIPSKIND ASPHALT CORP.-----

shall faithfully perform and fulfill all the requirements of said war-  
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,  
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 6 day of Jan 19 77

TRINITY UNIVERSAL INSURANCE COMPANY

HIPSKIND ASPHALT CORP.

(SEAL)

BY: Timothy J. Blaed  
(Attorney-in-Fact)

BY: David R. Hipskind

(SEAL)

ITS: Pus

(SEAL)

Approved this

10 day of

January, 19 77

Henry F. McNamee

Estel H. Larson

Max G. Scott

Board of Public Works.

3510

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Hipskind Asphalt Corp.- Sewer Res. 287-

1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-77-01-30*

SYNOPSIS OF ORDINANCE Contract with Hipskind Asphalt Corporation in amount of

\$145,025.00 provides for construction of a storm drainage sewer in the Monarch

Park Area. It will also service collateral drains of future developments.

This was the low of six bids received.

(SEE ATTACHED TABULATION)

EFFECT OF PASSAGE Drainage relief in Monarch Park area

EFFECT OF NON-PASSAGE Inability to correct drainage problem

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Civil City from Revenue

Sharing Georgetown Area Storm Relief Account - \$145,025.00

ASSIGNED TO COMMITTEE *Huang*